

 **CLARKES COURT BOATYARD AND MARINA**

**Owners Employment of Contractors and Contractors Terms and Conditions** Rev 3 - October 25th 2022

In these Terms and Conditions, the following terms shall have meanings as specified below; -

**“The Yard”** will refer to Clarkes Court Boatyard and Marina “CCBM”
**“The Contractor”** / shall include all service contractors (contractors as tenants or otherwise and their employees)

**“Owner and Crew”** shall include authorized person, a charterer, master, agent or any other person lawfully in charge of the Vessel.

Owners, Crew and Contractors must comply with these Terms & Conditions where applicable as well as the following:

1. Contractors must have on file with the marina office the following:
2. Business description. Including scope of services provided and matching qualifications.
3. Copy of company registration with the department of labor.
4. Certificate of insurance (Third party, fire and personal injury)
5. List of contractor’s employees
6. Valid form of payment for fees
7. Signed copy of the contractor terms and conditions & approval by yard manager (this document)
8. Only registered and approved CCBM contractors will be allowed to work in the yard.
9. Contractor must be registered with NIS & tax authorities.
10. Non-Grenadian nationals must have a valid work permit that covers the work to be done.
11. Fees and / or Rents to work in the yard must be paid monthly. Failure to do so will result in the removal of the contractor from the list of approved sub-contractors until payment is made in full.
12. A list of employees working with the contractor is to be provided on the 1st of each month by email to info@clarkescourtmarina.com. Anyone not included on the list will not be granted entrance at the gate.
13. If a contractor intentionally omitted to register and pay for an employee, CCBM will have the right to remove the contractor and their employees from the approved contractor list.
14. **Work must be done in a safe manner and in compliance with all applicable laws and regulations**, to ensure the safety of property, personnel and the general public.
15. All accidents must be reported to the Yard office immediately.
16. **General compressible waste**  is to be deposited in the designated 55 Gallon drum bins. Please reach out to the Marina Office if you need a bin placed near your vessel.
17. **Sanding, grinding, welding etc** must *in no way* adversely affect *vessels or people next to or downwind* of your vessel or project.
18. **Tarpaulins, vacuum systems or fully enclosed tenting** or any other suitable enclosures are to be used to *contain all dust and flying debris at all times.*
19. **“Peeling”, heavy sanding of gelcoat or chemical stripping antifouling paint** from hulls must be done on a tarpaulin or any other suitable ground cover, and *promptly removed* from the gravel or concrete under the vessel.
20. **Sawdust and antifouling residue** is to be double bagged in heavy duty bags and placed **only** inside the large blue metal skips.
21. **Sand or aggregate blasting methods** will not be allowed in the yard without prior written approval by the Yard Manager.
22. **Mixing of paint, epoxy, polyester resin, etc** must be done on a tarpaulin or any other suitable ground cover and not directly on the gravel or concrete under the vessel.
23. **Hazardous work** that can adversely affect people or property must be approved in writing by The Yard Manager prior to starting work.
24. **Unsafe work & non-compliance**  may be immediately suspended at the sole discretion of Management.

**GENERAL COMPRESSIBLE GARBAGE:**

1. **Compressible items** such as general waste and bagged garbage etc is to be placed in the designated 55 Gallon drum bins or in the large blue metal skip located on the roadway behind the restaurant.
2. **Cardboard boxes** are cut open and folded flat before being placed in the large blue metal skip located on the roadway behind the restaurant.

**LARGE NON-COMPRESSIBLE GARBAGE:**

1. **Large wood, metal, fiberglass etc which is TOO BIG to fit in the 55-Gallon** bins is to be placed *NEXT TO the 55 Gallon Drum bins.*
2. **For large projects** please contact the Marina Office to book a skip to be placed near the project vessel.

**WASTE OIL / DIESEL:**

1. **NO oil, grease or any other hydrocarbons** are to be dropped on the gravel or concrete under the vessel, always use a tarpaulin or any other suitable cover / container.
2. **Small quantities of waste oil** may bedisposed of via the Marina Office at a cost of $1 USD per US gallon *provided the containers are clean on the outside and have sealed lids.*
3. **Large quantities of waste oil** are to be removed by an outside company at the customer’s expense. Please reach out to the Marina Office for contact information.
4. **ALL Spills** *must be reported to the yard office immediately* and must be cleaned up using environmentally friendly cleaning agents.

**WASTE OIL IS NOT TO BE PLACED IN ANY RUBBISH BIN OR GARBAGE TIP.**

**NO WASTE OIL MAY BE LEFT STANDING IN OPEN CONTAINERS AT ANY TIME.**

**ENVIRONMENTAL POLICY:**

1. **No waste shall be disposed of on any land or wetlands or waters**, on, or adjoining the Yard’s property.
2. **All hazardous material spills** must be reported to the yard office immediately and cleaned up using environmentally friendly cleaning agents.
3. Full cost of cleanup, removal and /or environmental damage are the responsibility of the Vessel Owner AND the Contractor, who both hereby agree to a minimum penalty fee of US$60.00 per incident and who both hereby agree to indemnify and hold harmless The Yard for the same.
4. Management reserves the right to update the Garbage Management policy from time to time.
5. Only designated yard personnel are to move boat supports including chocking, ties, stands, cradles, etc. unless prior approval from the yard manager is given. It is agreed that the yard has been relieved of any liability should this not be followed.
6. Scaffolding and planks to be requisitioned through yard office only. Scaffolding and planks will be charged to person/company that requisitions these items until office is informed that items no longer required. It is the Owners, Crew and Contractors responsibility to get confirmation from yard office that these items are no longer required.
7. Owners, Crew and Contractors are to notify office when plugging into an electrical receptacle or water outlet. Contractors will be charged on a daily rate. Failure to abide by the above will result in contractors being denied access to power and water.
8. It is the responsibility of the contractor to ensure all tools are disconnected and stored safely at end of each working day.
9. Owners, Crew and Contractors are not permitted to unplug any vessel that is not under their care without the approval of the yard manager.
10. All boat keys will be stored and must be returned to the marina office at the end of each working day and should not be given to any other Owners, Crew or Contractors without being signed for.
11. The Owners and Contractors are responsible for the conduct of their employees while on the Yard premises.
12. Misconduct or inappropriate behavior such as theft, damage to the property, offensive language or use of drugs and/or alcohol whilst carrying out work or any other behavior determined to be unacceptable by the Yard shall be cause for immediate and permanent removal from the yard.
13. Owners, Crew and Contractors agrees and understands that security service provided by the marina is a courtesy and that the marina bears no responsibility for any breach in its security.

**FAILURE TO FOLLOW ALL OF THE ABOVE RULES & REQULATIONS WILL RESULT IN SUSPENSION OF ACCESS TO THE YARD & MARINA PENDING REAPPROVAL**

Declaration: I have read, understand and, in consideration for being granted access to The Yard & Marina property, agree to the above terms and conditions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Business Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Yard Manager Signature & Approval Date